

Terms of Use Policy for Data.Hawaii.gov

7-26-12 - Clean

As used in this Policy:

“WE,” “US,” and “STATE OF HAWAII” means and refers to the Executive Branch of the State of Hawaii, including its departments, agencies, commissions, officers, employees, or agents.

“Site” means and refers to this Open Data Portal - data.Hawaii.gov.

“Dataset” means and refers to the work formed by the collection and assembling of Data selected, coordinated, and/or arranged therein, and which is available for downloading from the Site.

“Data” means the information, material, independent works, and/or facts that is/are selected, coordinated, arranged, and/or otherwise compiled in a Dataset.

“Derivative Work” means a work that is based in any way or to any extent on the data obtained from this Site including without limitation any work that uses any of the Data in a modified form.

About This Site.

This Open Data Portal (data.hawaii.gov) is provided by the State of Hawaii as a convenience to the public to enhance open government, transparency, and accountability by improving access to data.

Acceptance of this Terms of Use Policy.

By viewing any Dataset on this Site, you accept and agree to all the terms and conditions stated in this policy.

You represent that you have full capacity and authority to accept this Terms of Use Policy. If you are accepting on behalf of your employer or another entity, you represent that you have full authority to bind your employer or such other entity to this Terms of Use Policy.

About the Datasets and the Data in the Datasets.

Some or all of the Datasets and the Data in Datasets made available through this Site may be incorrect or not current. Your reliance on a Dataset or the Data in a Dataset is at your own risk.

Copyright Protection.

Each Dataset is likely to be unique in the Data compiled therein, as well as in the collection and assembling of the Data selected, coordinated or arranged in the Dataset. Each Dataset is therefore likely to be subject to copyright protection, except as to facts contain in the Dataset. **Please read the license applicable to each Dataset.**

Exclusion of Warranties.

EACH DATASET AND THE DATA IN A DATASET ARE PROVIDED AS IS. WE make no representations or warranty as to the completeness, accuracy, functionality, or timeliness of any Dataset or the Data in a Dataset. Furthermore, WE make no representation or warranty as to the operation, reliability, and functionality of the server for this Site.

WE expressly disclaim all warranties, whether express or implied, including but not limited to any implied warranties of merchantability, fitness for a particular purpose, satisfactory quality, non-infringement, compatibility, security, and accuracy.

No advice or information, whether oral or written, obtained by you from US or through or from a Dataset will create any warranty.

Disclaimer of Liability

WE are not and will not be liable for any loss or damage arising from the viewing of, or use of a Dataset or the Data in a Dataset, as well as the use of this Site. This disclaimer of liability includes but is not limited to liability for direct, indirect, incidental, consequential or special damages (including without limitation, loss of use, time or data, inconvenience, commercial loss, lost profits or savings, or the cost of computer equipment and software), or for any claim against you by any third party.

Disclaimer Language Requirement.

Any person who uses or downloads any Dataset or Data in a Dataset in any software application, derivative work, or other application or presentation shall include the following disclaimer on the site where the software application, derivative work, or other application or presentation can be accessed:

"The data made available here was modified for use from its original source, which is data.Hawaii.gov. The State of Hawaii does not vouch for the quality and timeliness of the data presented herein, any analysis of the data presented herein, nor any content, viewpoints, products, or services presented herein.

Indemnity.

You agree to indemnify and save harmless the STATE OF HAWAII from any claim, loss, damage, injury or liability of any kind, nature and description (including, without limitation, incidental and consequential damages, court costs, attorney's fees and costs of investigation and/or litigation), that arise or relate to, directly or indirectly, in whole or in part, from your viewing of, or use of a Dataset or the Data in a Dataset, including without limitation, your use of a Dataset or the Data in a Dataset in a software application, derivative work, or other application or presentation.

In addition to your obligation to indemnify the STATE OF HAWAII, you specifically acknowledge and agree that you have an immediate and independent obligation to defend the STATE OF HAWAII from any claim which actually or potentially falls within this indemnification provision, even if the allegations are or may be groundless, false or

fraudulent, which obligation arises at the time such claim is tendered to you by the STATE OF HAWAII and continues at all times thereafter.

Analytics and Reporting.

This Site tracks traffic and other analytics with some of the key indicators being overall traffic, downloads, comments, ratings, and embeds.

The tracking is reported on an aggregated basis as regards the following:

- Customer satisfaction with the Site;
- Customer satisfaction with Datasets ; and
- Usage metrics including total/public/private number of Datasets, number of Dataset page views and record views, number of downloads, access percentages by access method (API, download, interactive, embedded, email, RSS)

In addition, social engagement metrics are collected including the number of comments and shares, as well as the following:

- Customer satisfaction with the Site;
- Customer satisfaction with Datasets; and
- Usage metrics including total/public/private number of Datasets, number of Dataset page views and record views, number of downloads, access percentages by access method (API, download, interactive, embedded, email, RSS),

This site will track civic engagement using metrics to trend dataset access statistics, and track the proliferation of datasets on 3d party websites, as well as the following:

- Trend the performance of dataset access statistics;
- Track dataset propagation, creating a network graph of influential 3rd party websites; and
- Track social interaction of datasets, such as the number of comments and ratings

Privacy.

When you visit this Site, this Site does not collect information from you such as your Internet address from which you access this Site, the date and time of access, etc.

Users are NOT required to provide any information to view, search, retrieve, and/or download a Dataset.

This Site complies with the Children's Online Privacy Protection Act of 1998 (COPPA) that helps to protect the safety and privacy of children online. COPPA and its accompanying FTC regulation constitute United States Federal law that protects the privacy of children using the Internet. Personal information from children under 13 is not knowingly collected, nor does this Site knowingly contact children under 13. This Site does not intend to solicit information of any kind from children under 13. It is possible that this Site may receive emails pertaining to children under 13. If the Site is notified of such emails, as soon

as the information is verified, parental consent will be immediately obtained or the email will be deleted from the email box servicing this Site.

You are not required to create accounts in order to download a Dataset.

WE do not use any cookies or applets.

Links.

This Site may have links to other web sites operated by other government agencies. When you link to another site, you are no longer on this Site and this Terms of Use Policy will not apply. Rather, you will be subject to the privacy policy of that new site, and you are encouraged to examine the policies of that site. WE reserve the right to deny or remove any link

Avoiding Fraud.

This Site does not request confidential personal or financial information from users via an unsolicited e-mail. This Site will not send you an unsolicited e-mail containing a link to a site where confidential personal or financial information is requested. If you receive such an e-mail, purportedly from this Site, you are encouraged to immediately contact us.

Right To Modify Or Discontinue Data Feeds; Right To Terminate.

WE reserve the following:

- (i) The right to modify any Dataset and the Data in a Dataset, including but not limited to the data format, schemas, as well as the collection and assembling of the Data selected, coordinated or arranged in the Dataset;
- (ii) The right to discontinue providing any or all of the Datasets at any time without prior notice; and
- (iii) The right to require the termination of any and all graphical displays displaying, distributing or otherwise using any or all of a Dataset or the Data in a Dataset, for any reason including, without limitation, your violation of any provision of this Policy.

Acceptance of Other Conditions.

For certain of the Datasets as well as the Data in a Dataset, there may be additional terms and conditions that are stated in the file for the Dataset and Data or on the page from which such Dataset is accessed. You understand and agree that you are bound by such additional terms and conditions.

General Provisions

These Terms of Use shall be governed by and interpreted under the laws of the State of Hawaii without regard to conflict of laws provisions or your state or country of residence.

Any dispute arising out of or relating to the data shall be brought solely in the state courts located in the City and County of Honolulu, and you consent to the jurisdiction of and venue in such courts and waive any objection as to inconvenient forum.

If any provision of this Terms of Use Policy is held to be invalid by a court of competent jurisdiction, then the remaining provisions will nevertheless remain in full force and effect.

WE may at any time revise this Terms of Use Policy without notice. It is up to you to regularly review this Terms of Use Policy in case there are any changes. Downloading of a Dataset from the Site after a change has been made is your acceptance of the change.

You agree that, if WE do not exercise or enforce any legal right or remedy contained in this Terms of Use Policy (or that WE have the benefit of under any applicable law), this will not be taken to be a formal waiver of any right and that those rights or remedies will still be available to US. Any waiver of any provision of this Terms of Use Policy will be effective only if WE expressly state in a signed writing that WE are waiving a specified provision.

IMPORTANT NOTE.

This Terms of Use Policy is not intended to and does not create any right or benefit, substantive or procedural, enforceable at law or in equity, by a party against the STATE OF HAWAII.

Contact Information.

To offer comments, you can contact us as follows:

By email: OIMT@hawaii.gov

By phone: (808) 586-1930 ext.540

By mail: Office of Information Management & Technology
1177 Alakea Street, Room 305
Honolulu, Hawaii 96813